

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF TEXAS
MIDLAND DIVISION

IN RE:	§	
ARABELLA PETROLEUM	§	
COMPANY, LLC,	§	CASE NO. 15-70098-RBK-11
	§	
Debtor.	§	CHAPTER 11

MORRIS D. WEISS, CHAPTER 11
TRUSTEE FOR ARABELLA
PETROLEUM COMPANY, LLC,
Plaintiff

v.

ARABELLA EXPLORATION INC.,
ARABELLA EXPLORATION LLC,
ARABELLA OPERATING LLC,
TRANS-TEXAS LAND & TITLE, LLC,
PLATINUM PARTNERS CREDIT
OPPORTUNITIES MASTER FUND LP,
PLATINUM LONG TERM
GROWTH VIII, LLC, and
JASON HOISAGER, Individually,
Defendants

ADV. NO. 16-07002-rbk

PLAINTIFF'S FIRST AMENDED COMPLAINT

TO THE HONORABLE RONALD B. KING,
UNITED STATES BANKRUPTCY JUDGE:

COMES NOW Morris D. Weiss (the “**Trustee**” or “**Plaintiff**”), chapter 11 trustee for Arabella Petroleum Co., LLC (“**APC**,” or the “**Debtor**”), in the above-captioned bankruptcy proceeding, and files this First Amended Complaint against Arabella Exploration Inc. (“**AEX Inc.**”), Arabella Exploration LLC (“**AEX LLC**,” and collectively with AEX Inc., “**AEX**”), Arabella Operating, LLC (“**AO**”), Trans-Texas Land & Title, L.L.C. (“**TTLT**”), Platinum Partners Credit Opportunities Master Fund LP (“**Platinum Trustee**”), Platinum Long Term

Growth VIII, LLC (“**Platinum Beneficiary**,” and together Platinum Trustee, “**Platinum**”), and Jason Hoisager (“**Hoisager**,” and collectively with AEX, AO, TTLT, and Platinum, “**Defendants**”).

Jurisdiction, Authority and Venue

1. The Court has jurisdiction and authority over this adversary proceeding pursuant to 28 U.S.C. §§ 157(a) and 1334 and the United States District Court for the Western District of Texas’s standing order of reference.

2. Most or all of the claims in this adversary proceeding are core matters arising in the above-referenced bankruptcy case, which is currently pending in this Court under chapter 11 of the Bankruptcy Code. *See* 28 U.S.C. § 157(b)(2). To the extent that any remaining claims are non-core matters, the Trustee consents to this Court’s entry of a final order with respect to any such non-core matters.

3. Venue in this district is proper pursuant to 28 U.S.C. § 1409.

Parties

4. Plaintiff is the duly appointed Chapter 11 Trustee of the Debtor, and has the standing and authority to bring this action pursuant to his appointment as trustee [Docs. 152, 153].

5. Arabella Exploration Inc. has appeared in this case and may be served through counsel.

6. Arabella Exploration LLC has appeared in this case and may be served through counsel. AEX LLC is a wholly owned subsidiary of AEX Inc.

7. Arabella Operating, LLC has appeared in this case and may be served through counsel. AO is a wholly owned subsidiary of AEX Inc.

8. Trans-Texas Land & Title, L.L.C. has appeared in this case and may be served through counsel.

9. Platinum Partners Credit Opportunities Master Fund LP has appeared in this case and may be served through counsel.

10. Platinum Long Term Growth VIII, LLC has appeared in this case and may be served through counsel.

11. Jason Hoisager has appeared in this case and may be served through counsel. Hoisager is the managing member and sole shareholder of the Debtor, the President and Chief Executive Officer of AEX Inc., the president and registered agent of AEX LLC, and the managing member of TTLT.

Introduction

12. Jason Hoisager was a landman. At first he worked as a landman for hire and would aggregate leases at one price then his employer would sell them for a higher price keeping the “spread” for itself. Mr. Hoisager was enterprising and determined that he could be self-employed, perform the same services and capture the “spread” himself, and did this successfully for some period of time. At some point Mr. Hoisager altered this business model to that of being the owner-operator of oil and gas wells, which was designed to be a more lucrative venture. This was the beginning of the Arabella saga and thus far it has been replete with greed, fraud, financial maneuverings, and denuding of assets, the result of which was bankrupting APC. As set forth below, the various defendants contributed to and/or profited from the schemes perpetrated by Mr. Hoisager.

Background

A. The Underlying Chapter 11 Case

13. On July 10, 2015 (the “**Petition Date**”), the Debtor commenced this bankruptcy case (the “**Chapter 11 Case**”) by filing a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 (the “**Bankruptcy Code**”) [Doc. No. 1], in the United States Bankruptcy Court for the Western District of Texas.

14. The Debtor initially operated as a debtor-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. However, on August 20, 2015, this Court appointed Plaintiff as chapter 11 Trustee to oversee the Debtor’s operations. *See* Doc. No. 153.

B. The Formation and the Business of the Debtor, TTLT, AEX, and AO

15. The Debtor was formed on February 13, 2007, as a Texas Limited Liability Company. The Debtor is in the oil and gas business. It acquired and operated (for its own benefit and the benefit of numerous interest holders) a number of valuable oil and gas properties and interests (the “**Properties**”), primarily in Reeves County, Texas. The Properties include numerous producing wells, wells undrilled or uncompleted or still in development, and an extensive amount of undeveloped acreage. The Debtor was the operator of the wells pursuant to the terms of various joint operating agreements (the “**JOAs**”), memoranda of which were duly recorded in 2013.

16. On November 7, 2007, TTLT was formed. TTLT is an entity that is owned and/or controlled by Hoisager. Although TTLT was formed after the Debtor, it appears that TTLT was used as a conduit by Mr. Hoisager to acquire oil and gas leases. Some or all of the properties aggregated by TTLT were conveyed to the Debtor. It is not clear to what extent Mr. Hoisager may have personally benefitted from such conveyances that would not have been

accomplished at arm's length and should be subject to closer scrutiny. Given Mr. Hoisager's history as a landman who received a "spread," it would stand to reason that TTLT benefitted from the conveyances to the Debtor.

17. On October 2, 2009, AEX LLC was formed. On June 17, 2010, Lone Oak Acquisition Corporation ("**Lone Oak**"), the predecessor to AEX Inc., was formed, under the laws of the Cayman Islands. Lone Oak was formed as a "blank check" company meaning that it had no business but was created as a "shell" company for the purpose of raising capital and then identifying and merging with an operating company.¹

18. AEX effected a "reverse merger" with Lone Oak, on December 24, 2013. As a result of the merger, AEX LLC's owners became the owners of Lone Oak, Lone Oak was renamed "Arabella Exploration, Inc.," and AEX LLC became a subsidiary of AEX, Inc. Lone Oak paid no consideration to the Debtor when it purported to "acquire" the tainted assets from AEX.

19. AO was formed in 2014 apparently for the purpose of assuming the role of operator from the Debtor under the JOAs.

C. The Defendants Plunder the Debtor

20. From 2011 through 2015, the Defendants plundered substantially all of the assets of the Debtor. The Debtor was apparently also used by Mr. Hoisager as a conduit through which working interests in the Properties were conveyed to "third parties" including, most significantly, AEX, an entity that was controlled by Mr. Hoisager. As of the Petition Date, it had \$500.50 in the bank and millions of dollars in debt with hundreds of unpaid creditors. Notably, substantially

¹ The traditional way that a company will go public is through undergoing the registration process. In contrast, a "blank check" company goes public first and then looks for a business to acquire.

all of the Properties once owned by the Debtor were now in the name of AEX and its subsidiaries.

21. Some Defendants, in particular Mr. Hoisager, AEX, TTLT, and AO, simply transferred (or had transferred) to themselves large amounts of the Debtor's cash (the "**Cash**") and its interests in the Properties. They also usurped corporate opportunities that should have belonged to the Debtor, which the Trustee is also entitled to recover from them.

22. In particular, Mr. Hoisager received (personally or to third parties on his behalf) approximately \$6.3 million in Cash from the Debtor within the relevant time frame. A list of the known transfers of Cash to Mr. Hoisager or for his direct benefit, from July 12, 2011 to the Petition Date, is attached hereto as **Exhibit A**.² Certain of these transfers were booked on APC's accounting system as member distributions to Molly Hoisager, Mr. Hoisager's wife, but the Trustee believes that at all relevant times only Mr. Hoisager owned membership interests in the Debtor, and the payments were therefore made for his benefit and on account of his membership interests. The Trustee reserves the right to amend this complaint or pursue other legal actions against Mrs. Hoisager if necessary.

23. Upon information and belief, TTLT was used by Mr. Hoisager as a conduit for leasehold properties that were sold to the Debtor and others. TTLT received approximately \$2.5 million in Cash from the Debtor. A list of the known transfers of Cash, from July 2011 through the Petition Date, is attached hereto as **Exhibit B**.

² The Trustee reserves the right to amend, modify or supplement all exhibits hereto as additional facts are uncovered. For the avoidance of doubt, the exhibits are intended to be indicative of the Trustee's claims but do not include all of the property as to which he seeks relief in this adversary proceeding. Discovery will be necessary to establish the full extent of the recovery to which he is entitled.

24. AEX took substantially all of the Debtor's interests in the Properties. A list of certain of the known transfers of property, which occurred in 2013, 2014, and 2015, is attached hereto as **Exhibit C**. For the avoidance of doubt, in addition to the interests listed in Exhibit C, there are numerous other interests in Properties which the Trustee is entitled to recover from AEX, as will be proven at trial. Upon information and belief, AEX retains the Debtor's interest in certain of the Properties, but it has sold the Debtor's interest in certain others of the Properties—all without the Debtor having been paid any, or any sufficient, consideration in return.

25. In fact, the only consideration "paid" by AEX in respect of its receipt of APC's Properties was an increase in the amounts booked as due to the Debtor under the joint interest billings. However, this paper obligation was later recharacterized in December 2013 as approximately three million dollars of equity in AEX issued to *Mr. Hoisager* and an approximately three million dollar promissory note issued from AEX to *Mr. Hoisager*. In other words, APC received no consideration at all with respect to the transfers to AEX, and such consideration as there was flowed directly to Mr. Hoisager.

26. Even if these payments to Mr. Hoisager are included as AEX's "cost" on its acquisition, AEX claimed in its public securities filings to have sold properties in 2014 for a total cash consideration of more than \$5.6 million, and to have made a profit of more than \$3 million. Those sales include several of the Properties, which were transferred from the Debtor to AEX in the months preceding AEX's subsequent sale. In fact, AEX's acknowledged profit attributable to the Debtor's Properties is itself more than \$3 million.³ For example, the Debtor's interest in the Johnson 44 well was purportedly transferred to AEX from APC by a transfer recorded on

³ https://www.sec.gov/Archives/edgar/data/1506374/000121390015002772/f10k2014_arabellaexpl.htm.

December 12, 2013. The Johnson 44 interest was then re-sold by AEX for *a profit of more than \$1.2 million* on March 28, 2014. Another example is the Roark prospect, the transfer of which from APC to AEX was recorded on December 11, 2013, and which was then re-sold for *more than \$1.5 million in profit* on June 24, 2014. All of AEX's ill-gotten gains with respect to these and any other subsequent sales of the Properties should be disgorged and repaid to the Debtor.⁴

27. In addition to its receipt of the Properties, AEX also received almost \$6.2 million in Cash from the Debtor. A list of the known transfers of Cash, from July 2011 through the Petition Date, is attached hereto as **Exhibit D**.

28. In 2014 and 2015, AO took over the Debtor's role as operator under several joint operating agreements.⁵ Upon information and belief, the transfer of such operator status was yet another step taken to further Hoisager's plan to benefit himself and his affiliates at the expense of the Debtor and its creditors, in this case by ensuring that the Debtor had no leverage or control over the disposition of the Properties or over the various streams of funds with respect to the Properties (for instance, those payable to service providers and payable to and from other working interest holders). In addition to the transfer of operating rights, AO also received approximately \$882,000 in Cash from the Debtor in 2015, for no consideration of which the Trustee is aware. A list of the known transfers of Cash, from January 2015 through the Petition Date, is attached hereto as **Exhibit E**.

29. Throughout the course of action described above, the Debtor's principals looked the other way, for their own benefit and for the benefit of the other Defendants.

⁴ Furthermore, to the extent the transfers of the Properties from AEX to the third-party purchasers was not for reasonably equivalent value, were not taken in good faith by the transferees, or are otherwise avoidable, the Trustee reserves his rights to recover such Properties or the value thereof.

⁵ The Trustee does not concede that the transfer of operating rights was undertaken properly under governing law or under the JOAs.

D. Granting of Tainted Liens to Platinum as Subsequent Transfers Subject to Avoidance

30. The other Defendant, Platinum, received transfers of lien rights on the Properties from AEX, although it had sufficient knowledge and awareness that AEX had not obtained the Properties lawfully or for sufficient value and did not receive the transfers in good faith.

31. In September of 2014, having already obtained possession of a significant part of the Debtor's assets, AEX went a step further and monetizing them by encumbering the Properties with liens. AEX entered into a \$45 million senior secured note facility (the "**Facility**"), pursuant to which Platinum took a security interest in much of the Debtor's (former) Properties (the "**Purported Platinum Collateral**"), including in at least eighty mineral leases that were originally held by the Debtor. A summary of certain of the known Properties that were subjected to Platinum's liens, which formed the vast majority of the Purported Platinum Collateral, is attached hereto as **Exhibit F**. For the avoidance of doubt, in addition to the interests listed in Exhibit F, there are numerous other interests which the Trustee is entitled to recover from Platinum, as will be proven at trial. The initial sale of notes under the Facility was in the amount of \$16 million — an amount that did not flow to the Debtor. (To the knowledge of the Trustee, no additional notes were sold under the Facility other than those sold to Platinum.)

32. Pursuant to the foregoing, Platinum was a subsequent transferee of the Debtor's interests in property. Moreover, Platinum, through its employees, through its legal representatives, and through its agent Jett Capital Advisors, LLC, were in the possession of extensive information concerning the transfers from, and transactions between, APC to AEX, involving the Properties. Platinum did not enter into the Facility, or receive liens on the Purported Platinum Collateral, in good faith or without knowledge of the avoidability of the transfers and transactions of Properties described above.

33. In addition, even if Platinum's liens were valid, they would still be at best subordinate to APC's liens on AEX's interest in the Properties that attached pursuant to the prior recorded JOAs.

E. Mr. Hoisager's Mismanagement and Breaches of Duties

34. In connection with and in addition to the activities specified above, Hoisager engaged in gross mismanagement of the Debtor, violating his fiduciary duties to the Debtor, specifically his duty of care and his duty of loyalty. Hoisager knowingly, willfully, and for his own benefit caused the Debtor to fail to perform its duties as operator and as owner of various oil and gas interests. He caused the Debtor to fail to pay debts that it owed and incurred both on its own behalf and on behalf of others. As a direct result of his recklessness and gross negligence, various of the Debtor's rights in property deteriorated or were lost and the Debtor incurred excessive and unnecessary debts and liabilities. Hoisager committed other breaches of his duties, including by usurping corporate opportunities that should have belonged to the Debtor for which Debtor had financial resources to invest or participate, by buying and selling assets belonging to Debtor, by transacting in his capacity as manager of Debtor with other entities of which he was also an officer, a principal, or significantly financially associated, and by transacting business in his capacity as manager of Debtor with a family member. In essence, Hoisager played the central role in a scheme pursuant to which he transferred the Cash and Properties at will so as to maximize the benefits to himself and his affiliates, to the detriment of the Debtor and its creditors.

35. All conditions precedent to Plaintiff's recovery on the claims asserted herein have occurred.

COUNT I

**(AVOIDANCE OF ACTUAL FRAUDULENT TRANSFERS
PURSUANT TO 11 U.S.C. §§ 548(a)(1)(A) AND 550)**

36. Plaintiff incorporates the facts stated above as if fully set forth herein.

37. Section 548(a)(1)(A) of the Bankruptcy Code allows the trustee to avoid a transfer of the debtor's interest in property made within two years of the petition date if the transfer was made with actual intent to hinder, delay, or defraud creditors. Section 550 allows the trustee to recover the asset transferred in violation of section 548. Avoidable transfers may be recovered from initial transferees pursuant to section 550(a)(1) of the Bankruptcy Code. Avoidable transfers may be recovered from subsequent transferees pursuant to section 550(a)(2) of the Bankruptcy Code.

38. As set forth in detail above, Defendants plundered the Debtor's assets, with the actual and intended effect of hindering the Debtor's creditors from receiving the payments due them.

39. Specifically, Hoisager, acting on his own behalf on and behalf of the entities he controls, namely TTLT, AO, and AEX, caused APC's Cash to be transferred to TTLT, AO, AEX, and himself.

40. In addition, Hoisager, acting on his own behalf and on behalf of the entities he controls, namely AO and AEX, caused APC's Properties to be transferred to AEX and caused certain operating rights in the Properties to be transferred to AO.

41. All of the transfers referenced in the preceding paragraphs were made with the actual intent to hinder, delay, or defraud APC's creditors.

42. Finally, AEX and Platinum entered into the Facility and transferred lien rights on the Properties to Platinum in exchange for monetary benefits that were not received by and did not benefit the Debtor.

43. Certain of the Defendants, namely Hoisager, TTLT, AO, and AEX, were initial transferees of avoidable transfers within the meaning of the Bankruptcy Code.

44. Platinum was a subsequent transferee of avoidable transfers within the meaning of the Bankruptcy Code. Platinum was not a transferee in good faith, and it had or should have had (based on public filings and due diligence) ample knowledge and awareness of the avoidability of the initial transfers at the time it received the subsequent transfers.

45. Accordingly, Plaintiff respectfully requests that the Court avoid the transfers of the Properties, the Debtor's Cash, and any lien rights thereon, all as actual fraudulent transfers under section 548(a)(1)(A), and return the transferred Property and/or its value to the bankruptcy estate pursuant to section 550.

COUNT II

(AVOIDANCE OF CONSTRUCTIVE FRAUDULENT TRANSFERS PURSUANT TO 11 U.S.C. §§ 548(a)(1)(B) AND 550)

46. Plaintiff incorporates the facts stated above as if fully set forth herein.

47. Section 548(a)(1)(B) allows the trustee to avoid a transfer of the debtor's interest in property made within two years of the petition date if the debtor received less than reasonably equivalent value for the transfer and the debtor: (i) was insolvent at the time of the transfer or was rendered insolvent by the transfer; or (ii) was engaged in a business for which the debtor's remaining property was an unreasonably small capital. Section 550 allows the trustee to recover the value of the property transferred in violation of section 548. Avoidable transfers may be recovered from initial transferees pursuant to section 550(a)(1) of the Bankruptcy Code.

Avoidable transfers may be recovered from subsequent transferees pursuant to section 550(a)(2) of the Bankruptcy Code.

48. As set forth in detail above, Defendants plundered the Debtor's assets.

49. Specifically, Hoisager, acting on his own behalf on and behalf of the entities he controls, namely TTLT, AO, and AEX, caused APC's Cash to be transferred to TTLT, AO, AEX, and himself.

50. In addition, Hoisager, acting on his own behalf and on behalf of the entities he controls, namely TTLT, AO, and AEX, caused APC's Properties to be transferred to AEX and caused certain operating rights in the Properties to be transferred to AO.

51. All of the transfers referenced in the preceding paragraphs were made while the Debtor was insolvent, or the transfers themselves made the Debtor insolvent. Reasonably equivalent value was not received by the Debtor with respect to such transfers.

52. Finally, AEX and Platinum entered into the Facility and transferred lien rights on the Properties to Platinum.

53. Certain of the Defendants, namely Hoisager, TTLT, AO, and AEX, were initial transferees of avoidable transfers within the meaning of the Bankruptcy Code.

54. Platinum was a subsequent transferee of avoidable transfers within the meaning of the Bankruptcy Code. Platinum was not a transferee in good faith, and it had or should have had ample knowledge and awareness of the avoidability of the initial transfers at the time it received the subsequent transfers.

55. Accordingly, Plaintiff respectfully requests that the Court avoid the transfers of the Properties, of any lien rights thereon, and of the Debtor's Cash, all as constructive fraudulent

transfers under section 548(a)(1)(B), and recover the value of the transferred property and/or its value to the bankruptcy estate pursuant to section 550.

COUNT III

(AVOIDANCE OF ACTUAL AND CONSTRUCTIVE FRAUDULENT TRANSFERS PURSUANT TO TEXAS UNIFORM FRAUDULENT TRANSFER ACT AND 11 U.S.C. §§ 544(b) AND 550)

56. Plaintiff incorporates the facts stated above as if fully set forth herein.

57. The Texas Uniform Fraudulent Transfer Act (“TUFTA”), codified as Chapter 24 of the Texas Business and Commerce Code, permits the recovery of the value of any transfers made “with actual intent to hinder, delay, or defraud any creditor of the debtor” as well as those made “without receiving a reasonably equivalent value in exchange for the transfer or obligation.” TUFTA § 24.005. Transfers made within four years of the Petition Date may be avoided. TUFTA § 24.010.

58. Section 544(b) of the Bankruptcy Code allows the trustee to avoid a transfer of the debtor’s interest in property that is voidable under applicable law—in this case, TUFTA. Section 550 of the Bankruptcy Code allows the trustee to recover the value of the property transferred in violation of section 548. Avoidable transfers may be recovered from initial transferees pursuant to section 550(a)(1) of the Bankruptcy Code. Avoidable transfers may be recovered from subsequent transferees pursuant to section 550(a)(2) of the Bankruptcy Code.

59. As set forth in detail above, Defendants plundered the Debtor’s assets. In specific, Hoisager, acting on his own behalf on and behalf of the entities he controls, namely TTLT, AO, and AEX, caused APC’s Cash to be transferred to TTLT, AO, AEX, and himself.

60. In addition, Hoisager, acting on his own behalf and on behalf of AEX and AO, caused APC's Properties to be transferred to AEX and caused certain operating rights in the Properties to be transferred to AO.

61. All of these transfers were made with the actual intent to hinder, delay, or defraud APC's creditors. In addition, reasonably equivalent value was not received by the Debtor with respect to such transfers. All other conditions predicate to recovery under TUFTA are met.

62. Finally, AEX and Platinum entered into the Facility and transferred lien rights on the Properties to Platinum..

63. Certain of the Defendants, namely Hoisager, TTLT, AO, and AEX, were initial transferees of avoidable transfers within the meaning of the Bankruptcy Code.

64. Platinum was a subsequent transferee of avoidable transfers within the meaning of the Bankruptcy Code. Platinum was not a transferee in good faith, and it had or should have had ample knowledge and awareness of the avoidability of the initial transfers at the time it received the subsequent transfers.

65. Accordingly, Plaintiff respectfully requests that the Court avoid the transfers of the Properties, of any lien rights thereon, and of the Debtor's Cash, all as actual and/or constructive fraudulent transfers under section 544(b) and applicable Texas state law, and recover the value of the transferred property to the bankruptcy estate pursuant to section 550.

COUNT IV

(AVOIDANCE OF PREFERENTIAL TRANSFERS PURSUANT TO 11 U.S.C. §§ 547 AND 550)

66. Plaintiff incorporates the facts stated above as if fully set forth herein.

67. Section 547(b) of the Bankruptcy Code permits the Trustee to avoid any transfer of an interest of the debtor in property made (i) to or for the benefit of a creditor; (ii) for or on

account of an antecedent debt owed by the debtor before such transfer was made; (iii) made while the debtor was insolvent; (iv) within one year before the date of the filing of the petition, if such creditor at the time of such transfer was an insider; and (v) that enables such creditor to receive more than such creditor would receive if—(A) the case were a case under chapter 7 of this title; (B) the transfer had not been made; and (C) such creditor received payment of such debt to the extent provided by the provisions of this title.

68. AEX is an insider that received more than \$2 million from the Debtor on account of an (actual or purported) antecedent debt within a year of the Petition Date, while the Debtor was insolvent. Such an amount is more than AEX would have received if this case were a Chapter 7 liquidation. Accordingly, Plaintiff respectfully requests that the Court avoid such payments as avoidance preference payments under section 547(b) and return the preferential payments to the Plaintiff pursuant to section 550.

69. AO is an insider that received more than \$882,000 from the Debtor on account of an (actual or purported) antecedent debt within a year of the Petition Date, while the Debtor was insolvent. Such an amount is more than AO would have received if this case were a Chapter 7 liquidation. Accordingly, Plaintiff respectfully requests that the Court avoid such payments as avoidance preference payments under section 547(b) and return the preferential payments to the Plaintiff pursuant to section 550.

70. Hoisager is an insider who received approximately \$700,000 from the Debtor on account of an (actual or purported) antecedent debt within a year of the Petition Date, while the Debtor was insolvent. Such an amount is more than Hoisager would have received if this case were a Chapter 7 liquidation. Accordingly, Plaintiff respectfully requests that the Court avoid

such payments as avoidance preference payments under section 547(b) and return the preferential payments to the Plaintiff pursuant to section 550.

71. TTLT is an insider that received approximately \$164,000 from the Debtor on account of an (actual or purported) antecedent debt within a year of the Petition Date, while the Debtor was insolvent. Such an amount is more than TTLT would have received if this case were a Chapter 7 liquidation. Accordingly, Plaintiff respectfully requests that the Court avoid such payments as avoidance preference payments under section 547(b) and return the preferential payments to the Plaintiff pursuant to section 550.

COUNT V

(TURNOVER PURSUANT TO 11 U.S.C. § 542)

72. Plaintiff incorporates the facts stated above as if fully set forth herein.

73. Section 542 requires that any party holding “property of the estate” pursuant to a debt that “is matured, payable on demand, or payable on order,” turn such property over to the Trustee. 11 U.S.C. § 542(b).

74. The Debtor’s Schedules—which were signed by Jason Hoisager, who is Chief Executive Officer of AEX, as managing member of APC—acknowledge that AEX Inc. owes the Debtor \$3,194,968.18 (not including any interest, fees, expenses, or damages that may lawfully be added to such amounts), by virtue of its role as a working interest holder. This debt is matured and payable on demand.

75. Accordingly, the Plaintiff demands that AEX pay such funds to the Trustee.

COUNT VI

(DECLARATORY JUDGMENT CONCERNING, AND FORECLOSURE ON, LIENS ARISING UNDER THE JOINT OPERATING AGREEMENTS)

76. Plaintiff incorporates the facts stated above as if fully set forth herein.

77. Article VII.B of the JOAs grants the Debtor a lien on the leasehold interests, working interests, operating rights, and overriding royalty interests of AEX, to secure its performance of all of its obligations under the JOAs, “including but not limited to payment of expense, interest and fees.” Pursuant to these duly recorded JOAs, the Debtor has a security interest in AEX’s interest in the Properties to the extent of the amounts owing to it from AEX.

78. Accordingly, Plaintiff seeks declaratory judgment to the effect that he is entitled on the Debtor’s behalf to recover the full amounts owing by AEX, whether in cash or in the foreclosure and sale of AEX’s interest in the Properties, or both.

79. Additionally, the JOAs and/or Memoranda of the JOAs were duly recorded prior to the transaction by which Platinum purported to encumber the Platinum Collateral with its liens. Notwithstanding this fact, Platinum has taken the position that its liens are senior liens in the Properties.

80. Accordingly, because there is an actual controversy regarding the scope of the Debtor’s lien rights in the Properties, Plaintiff seeks a declaratory judgment to the effect that any liens on the Properties in favor of the Debtor under the JOAs are senior liens to which Platinum’s liens are subordinate.

81. In addition to declaratory judgment, Plaintiff seeks judicial foreclosure of AEX’s interests under the JOAs.

COUNT VII

(BREACH OF FIDUCIARY DUTY)

82. Plaintiff incorporates the facts stated above as if fully set forth herein.

83. Under Texas law, the elements of a claim for breach of fiduciary duty are (1) the existence of a fiduciary relationship between the plaintiff and defendant; (2) the defendant’s

breach of the fiduciary duties arising from that relationship; and (3) injury to the plaintiff, or benefit to the defendant, resulting from that breach.

84. Hoisager (and other individuals and entities acting in concert with him) plundered the Debtor's assets in order to enrich himself and his associates, and to attempt to put the assets outside of the reach of the creditors of the Debtor. At a minimum, Defendant Hoisager was under a duty of loyalty not to self-deal with respect to the assets of the Debtor. In plain breach of this duty, he arranged transfers directly to himself and indirectly through other entities, all in order to enrich and benefit himself. Defendant Hoisager also acted to usurp corporate opportunities that should have belonged to the Debtor, transacted in his capacity as manager of Debtor with other entities of which he was also an officer, a principal, or significantly financially associated, and transacted business in his capacity as manager of Debtor with a family member. The Debtor was injured thereby.

85. In addition, Defendant Hoisager violated his duty of care with respect to the Debtor. As explained above, he caused the Debtor to fail to perform numerous of its legal obligations, and thereby caused the Debtor to deplete its property interests and to incur liabilities. By his actions and inactions, Hoisager repeatedly failed and neglected to perform his duties with due care and diligence and took actions and made decisions that were tainted with self-interest, constituting breaches of his duty of care. Hoisager is not entitled to the application of the business judgment rule because these were interested-party transactions and/or because the actions and inactions that are the basis of these claims were not made in good faith and were made without his being reasonably well-informed.

86. Accordingly, Plaintiff demands that Hoisager pay damages to the Debtor in the amount it has been damaged by his wrongful acts and conduct.

87. Moreover, in addition to an award of actual and exemplary damages resulting from such breaches, Plaintiff seeks the equitable remedy of disgorgement from Hoisager—and from other Defendants who benefitted at the expense of the Debtor.

COUNT VIII

(GROSS NEGLIGENCE/EXEMPLARY DAMAGES)

88. Plaintiff incorporates the facts stated above as if fully set forth herein.

89. The injuries to the Debtor resulted from Hoisager's gross negligence and/or malice, including conscious-indifference malice, which entitles the Trustee to an award of exemplary damages under applicable law.

90. Accordingly, Plaintiff seeks exemplary damages from Hoisager.

Conclusion

WHEREFORE, Plaintiff respectfully requests that this Court enter a judgment against Defendants, awarding Plaintiff (i) damages as set forth above; (ii) attorneys' fees and costs; (iii) pre and post-judgment interest on all of the foregoing amounts at the applicable rate; and (iv) such additional and further relief as this Court deems just and proper.

Respectfully submitted,

WALLER LANSDEN DORTCH & DAVIS, LLP

By: /s/ Mark C. Taylor

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COUNSEL FOR THE TRUSTEE

CERTIFICATE OF SERVICE

I hereby certify that, on August 11, 2016, a true and correct copy of the foregoing was served on all parties receiving the Court's ECF e-mail notification, including counsel listed below:

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/s/ Mark C. Taylor

Mark C. Taylor

EXHIBIT A

Arabella Petroleum Company Payment Summary

**Jason & Molly Hoisager
7/10/11 - 7/10/15**

Date	Reference	Category	Amount
07/12/11	E0000116	Jason Hoisager	4,000.00
07/14/11	E0000118	Molly Hoisager	3,000.00
07/15/11	E0000121	Jason Hoisager	2,000.00
07/15/11	E0000120	Molly Hoisager	2,000.00
07/18/11	E0000124	Molly Hoisager	2,000.00
07/22/11	E0000126	Molly Hoisager	3,000.00
07/25/11	E0000127	Jason Hoisager	2,000.00
07/26/11	E0000128	Jason Hoisager	4,100.00
08/03/11	1032	Molly Hoisager	2,000.00
08/03/11	E0000425	Jason Hoisager	3,000.00
08/12/11	E0000421	Molly Hoisager	7,400.00
08/15/11	1053	Molly Hoisager	2,000.00
08/15/11	1052	Jason Hoisager	3,000.00
08/15/11	E0000420	Molly Hoisager	7,400.00
08/26/11	1062	Jason Hoisager	607.54
08/31/11	E0000429	Jason Hoisager	2,500.00
09/01/11	10001	Molly Hoisager	2,000.00
09/13/11	E0000004	Molly Hoisager	5,000.00
09/15/11	10012	Jason Hoisager	403.05
09/15/11	10011	Jason Hoisager	2,500.00
09/29/11	10033	Molly Hoisager	2,000.00
09/29/11	10032	Jason Hoisager	2,500.00
10/12/11	E0000012	Jason Hoisager	300.00
10/12/11	E0000011	Molly Hoisager	381.40
10/14/11	10040	Molly Hoisager	2,000.00
10/14/11	10039	Jason Hoisager	2,500.00
10/31/11	10054	Molly Hoisager	2,000.00
10/31/11	10053	Jason Hoisager	2,500.00
11/07/11	10069	Jason Hoisager	450.00
11/07/11	E0000022	Molly Hoisager	5,000.00
11/09/11	10074	Jason Hoisager	4,500.00
11/09/11	10075	Molly Hoisager	4,500.00
11/15/11	10083	Molly Hoisager	2,000.00
11/15/11	10081	Jason Hoisager	2,500.00
11/15/11	10082	Jason Hoisager	3,311.02
11/28/11	E0000025	Jason Hoisager	6,000.00
11/29/11	E0000026	Molly Hoisager	5,500.00
11/30/11	10111	Jason Hoisager	352.95
11/30/11	10112	Molly Hoisager	2,000.00
11/30/11	10110	Jason Hoisager	2,500.00

EXHIBIT A

Arabella Petroleum Company Payment Summary

**Jason & Molly Hoisager
7/10/11 - 7/10/15**

Date	Reference	Category	Amount
12/01/11	E0000028	Jason Hoisager	12,000.00
12/08/11	E0000029	Jason Hoisager	6,000.00
12/13/11	10120	Jason Hoisager	73,500.00
12/14/11	10125	Molly Hoisager	2,000.00
12/14/11	10124	Jason Hoisager	2,500.00
12/14/11	10132	Jason Hoisager	5,600.00
12/15/11	E0000033	Jason Hoisager	30,987.35
12/19/11	10134	Jason Hoisager	1,378.98
12/30/11	10147	Molly Hoisager	2,000.00
12/30/11	10146	Jason Hoisager	2,500.00
01/06/12	10160	Jason Hoisager	20,000.00
01/10/12	E0000048	Jason Hoisager	15,000.00
01/13/12	E0000061	Jason Hoisager	7,500.00
01/20/12	10178	Molly Hoisager	2,000.00
01/20/12	10177	Jason Hoisager	2,500.00
01/27/12	10205	Jason Hoisager	22,000.00
02/01/12	E0000078	Jason Hoisager	46,000.00
02/03/12	E0000083	Molly Hoisager	2,000.00
02/03/12	E0000082	Jason Hoisager	2,500.00
02/08/12	E0000091	Jason Hoisager	10,000.00
02/14/12	10276	Jason Hoisager	500,000.00
02/16/12	10287	Molly Hoisager	2,000.00
02/16/12	10286	Jason Hoisager	2,680.00
03/01/12	10313	Molly Hoisager	2,000.00
03/01/12	10312	Jason Hoisager	2,500.00
03/08/12	10362	Jason Hoisager	35,000.00
03/14/12	10387	Jason Hoisager	70,000.00
03/15/12	10395	Molly Hoisager	2,000.00
03/15/12	10394	Jason Hoisager	2,500.00
03/16/12	E0000111	Jason Hoisager	24,000.00
03/23/12	E0000121	Jason Hoisager	45,000.00
03/30/12	10466	Molly Hoisager	2,000.00
03/30/12	10465	Jason Hoisager	2,500.00
04/12/12	10519	Jason Hoisager	45,500.00
04/13/12	10527	Molly Hoisager	2,000.00
04/13/12	10526	Jason Hoisager	2,500.00
04/17/12	10551	Jason Hoisager	62,500.00
04/17/12	10552	Jason Hoisager	250,000.00
04/18/12	E0000448	Jason Hoisager	5,000.00
04/23/12	E0000139	Jason Hoisager	20,000.00

EXHIBIT A

Arabella Petroleum Company Payment Summary

**Jason & Molly Hoisager
7/10/11 - 7/10/15**

Date	Reference	Category	Amount
04/26/12	10575	Molly Hoisager	2,000.00
04/26/12	10574	Jason Hoisager	2,500.00
05/08/12	E0000449	Jason Hoisager	5,000.00
05/09/12	10611	Molly Hoisager	2,000.00
05/09/12	10610	Jason Hoisager	2,500.00
05/09/12	E0000476	Jason Hoisager	10,000.00
05/10/12	E0000472	Jason Hoisager	5,000.00
05/11/12	E0000473	Jason Hoisager	5,000.00
05/21/12	E0000456	Jason Hoisager	40,000.00
05/21/12	E0000459	Jason Hoisager	40,000.00
05/24/12	10635	Molly Hoisager	2,000.00
05/24/12	10634	Jason Hoisager	2,500.00
05/31/12	E0000463	Jason Hoisager	20,000.00
06/04/12	E0000464	Jason Hoisager	7,000.00
06/07/12	10680	Molly Hoisager	2,000.00
06/07/12	10679	Jason Hoisager	2,500.00
06/11/12	E0000480	Jason Hoisager	25,000.00
06/18/12	10688	Jason Hoisager	62,500.00
06/19/12	10692	Jason Hoisager	30,000.00
06/21/12	10701	Molly Hoisager	2,000.00
06/21/12	10700	Jason Hoisager	2,500.00
06/28/12	10720	Jason Hoisager	2,500.00
07/02/12	E0000496	Jason Hoisager	35,000.00
07/03/12	10729	Molly Hoisager	2,000.00
07/03/12	10728	Jason Hoisager	2,500.00
07/16/12	E0000513	Jason Hoisager	10,000.00
07/20/12	10764	Molly Hoisager	2,000.00
07/20/12	10763	Jason Hoisager	2,500.00
07/24/12	536	Jason Hoisager	4,000.00
07/27/12	544	Jason Hoisager	6,500.00
07/31/12	1001137	Jason Hoisager	19,000.00
07/31/12	545	Jason Hoisager	19,000.00
08/03/12	PRC-8	Molly Hoisager	2,000.00
08/03/12	PRC-8	Jason Hoisager	2,500.00
08/07/12	604	Jason Hoisager	7,500.00
08/10/12	553	Jason Hoisager	10,000.00
08/17/12	PRC-9	Molly Hoisager	2,000.00
08/17/12	PRC-9	Jason Hoisager	2,500.00
08/21/12	575	Jason Hoisager	4,000.00
08/27/12	578	Jason Hoisager	5,078.20

EXHIBIT A

Arabella Petroleum Company Payment Summary

**Jason & Molly Hoisager
7/10/11 - 7/10/15**

Date	Reference	Category	Amount
09/06/12	585	Jason Hoisager	6,000.00
09/10/12	586	Jason Hoisager	11,000.00
09/14/12	PRC-22	Molly Hoisager	2,000.00
09/14/12	PRC-22	Jason Hoisager	2,500.00
09/18/12	614	Jason Hoisager	10,000.00
09/22/12	618	Jason Hoisager	27,000.00
09/27/12	620	Jason Hoisager	12,000.00
09/28/12	PRC-23	Molly Hoisager	2,000.00
09/28/12	PRC-23	Jason Hoisager	2,500.00
10/12/12	PRC-24	Molly Hoisager	2,000.00
10/12/12	PRC-24	Jason Hoisager	2,538.95
10/24/12	647	Jason Hoisager	10,000.00
10/26/12	PRC-25	Molly Hoisager	2,000.00
10/26/12	PRC-25	Jason Hoisager	2,500.00
11/05/12	1	Jason Hoisager	75,800.00
11/09/12	PRC-26	Molly Hoisager	2,000.00
11/09/12	PRC-26	Jason Hoisager	2,500.00
11/09/12	664	Jason Hoisager	55,000.00
11/12/12	674	Jason Hoisager	8,357.44
11/19/12	677	Jason Hoisager	20,000.00
11/19/12	676	Jason Hoisager	25,870.56
11/21/12	PRC-27	Molly Hoisager	2,000.00
11/21/12	PRC-27	Jason Hoisager	2,500.00
12/07/12	PRC-28	Molly Hoisager	2,000.00
12/07/12	PRC-28	Jason Hoisager	2,500.00
12/21/12	PRC-30	Molly Hoisager	2,000.00
12/21/12	PRC-30	Jason Hoisager	2,500.00
12/24/12	730	Jason Hoisager	3,000.00
12/31/12	711	Jason Hoisager	20,000.00
01/04/13	PRC-31	Molly Hoisager	2,000.00
01/04/13	PRC-31	Jason Hoisager	2,500.00
01/10/13	716	Jason Hoisager	40,000.00
01/15/13	11349	Jason Hoisager	535,000.00
01/18/13	PRC-32	Molly Hoisager	2,000.00
01/18/13	PRC-32	Jason Hoisager	2,500.00
01/22/13	732	Jason Hoisager	32,000.00
01/25/13	749	Jason Hoisager	2,000.00
01/29/13	750	Jason Hoisager	15,000.00
01/31/13	757	Jason Hoisager	14,000.00
02/01/13	PRC-34	Molly Hoisager	2,000.00

EXHIBIT A

Arabella Petroleum Company Payment Summary

**Jason & Molly Hoisager
7/10/11 - 7/10/15**

Date	Reference	Category	Amount
02/01/13	PRC-34	Jason Hoisager	2,500.00
02/06/13	752	Jason Hoisager	3,000.00
02/12/13	760	Jason Hoisager	5,000.00
02/14/13	764	Jason Hoisager	11,000.00
02/15/13	808	Jason Hoisager	1,000.00
02/15/13	PRC-35	Molly Hoisager	2,000.00
02/15/13	PRC-35	Jason Hoisager	2,500.00
02/19/13	766	Jason Hoisager	13,000.00
02/20/13	772	Jason Hoisager	12,667.93
02/22/13	773	Jason Hoisager	2,000.00
02/27/13	787	Jason Hoisager	2,500.00
03/01/13	PRC-36	Molly Hoisager	2,000.00
03/01/13	PRC-36	Jason Hoisager	2,500.00
03/06/13	825	Jason Hoisager	4,000.00
03/08/13	796	Jason Hoisager	4,000.00
03/14/13	799	Jason Hoisager	49,000.00
03/15/13	PRC-38	Molly Hoisager	2,000.00
03/15/13	PRC-38	Jason Hoisager	2,500.00
03/22/13	811	Jason Hoisager	4,500.00
03/25/13	815	Jason Hoisager	3,000.00
03/28/13	PRC-39	Molly Hoisager	2,000.00
03/28/13	PRC-39	Jason Hoisager	2,500.00
04/03/13	24	Jason Hoisager	45,000.00
04/08/13	835	Jason Hoisager	30,000.00
04/09/13	836	Jason Hoisager	10,000.00
04/12/13	PRC-40	Molly Hoisager	2,000.00
04/12/13	PRC-40	Jason Hoisager	2,500.00
04/15/13	838	Jason Hoisager	4,000.00
04/18/13	846	Jason Hoisager	3,000.00
04/23/13	842	Jason Hoisager	2,000.00
04/24/13	843	Jason Hoisager	8,000.00
04/26/13	PRC-42	Molly Hoisager	2,000.00
04/26/13	PRC-42	Jason Hoisager	2,500.00
04/26/13	848	Jason Hoisager	6,200.00
05/10/13	874	Jason Hoisager	756.50
05/10/13	PRC-43	Molly Hoisager	2,000.00
05/10/13	PRC-43	Jason Hoisager	2,500.00
05/15/13	887	Jason Hoisager	2,500.00
05/21/13	888	Jason Hoisager	500.00
05/22/13	892	Jason Hoisager	1,500.00

EXHIBIT A

Arabella Petroleum Company Payment Summary

**Jason & Molly Hoisager
7/10/11 - 7/10/15**

Date	Reference	Category	Amount
05/22/13	893	Jason Hoisager	3,500.00
05/22/13	11729	Jason Hoisager	6,721.45
05/24/13	PRC-44	Molly Hoisager	2,000.00
05/24/13	PRC-44	Jason Hoisager	2,500.00
05/31/13	902	Jason Hoisager	6,000.00
06/04/13	903	Jason Hoisager	2,000.00
06/05/13	1164	Jason Hoisager	4,000.00
06/06/13	1151	Jason Hoisager	630.00
06/07/13	PRC-45	Molly Hoisager	2,000.00
06/07/13	PRC-45	Jason Hoisager	2,500.00
06/11/13	1157	Jason Hoisager	204.00
06/14/13	922	Jason Hoisager	5,000.00
06/18/13	1154	Jason Hoisager	432.00
06/19/13	1155	Jason Hoisager	768.00
06/21/13	PRC-46	Molly Hoisager	2,000.00
06/21/13	PRC-46	Jason Hoisager	2,500.00
06/26/13	930	Jason Hoisager	25,000.00
07/03/13	PRC-47	Molly Hoisager	2,000.00
07/03/13	PRC-47	Jason Hoisager	2,500.00
07/03/13	934	Jason Hoisager	200,000.00
07/10/13	936	Jason Hoisager	10,000.00
07/12/13	1171	Jason Hoisager	110.96
07/19/13	942	Jason Hoisager	10,000.00
08/02/13	966	Jason Hoisager	4,500.00
08/08/13	1003	Jason Hoisager	1,000.00
08/12/13	1004	Jason Hoisager	2,000.00
08/19/13	1007	Jason Hoisager	4,500.00
09/13/13	1026	Jason Hoisager	4,500.00
09/18/13	1029	Jason Hoisager	10,000.00
09/20/13	1036	Jason Hoisager	500.00
09/27/13	1048	Jason Hoisager	4,500.00
10/09/13	1057	Jason Hoisager	11,124.45
10/17/13	12060	Jason Hoisager	13,300.00
11/01/13	1077	Jason Hoisager	7,000.00
11/05/13	1080	Jason Hoisager	3,000.00
11/08/13	1219	Jason Hoisager	10,000.00
11/15/13	1220	Jason Hoisager	5,000.00
11/18/13	1095	Jason Hoisager	2,500.00
11/21/13	1113	Jason Hoisager	4,500.00
12/02/13	1119	Jason Hoisager	3,000.00

EXHIBIT A

Arabella Petroleum Company Payment Summary

**Jason & Molly Hoisager
7/10/11 - 7/10/15**

Date	Reference	Category	Amount
12/04/13	1128	Jason Hoisager	5,000.00
12/09/13	1237	Jason Hoisager	2,734.65
12/09/13	1236	Jason Hoisager	7,265.35
12/09/13	1129	Jason Hoisager	10,000.00
12/13/13	1258	Jason Hoisager	5,000.00
12/18/13	1268	Jason Hoisager	6,000.00
12/20/13	1275	Jason Hoisager	3,000.00
12/23/13	1277	Jason Hoisager	20,000.00
12/26/13	1278	Jason Hoisager	3,000.00
01/10/14	1221	Jason Hoisager	6,000.00
02/05/14	1358	Jason Hoisager	24,613.08
05/16/14	TR140516	Jason Hoisager	5,760.00
06/25/14	TR140625	Jason Hoisager	300.00
06/25/14	12636	Jason Hoisager	2,000,000.00
07/10/14	TR140710	Jason Hoisager	76,900.62
08/22/14	TR140822	Jason Hoisager	250,000.00
09/02/14	TR140902	Jason Hoisager	3,000.00
10/03/14	XFER1410	Jason Hoisager	2,500.00
10/06/14	XFER1410	Jason Hoisager	1,000.00
10/07/14	TR141007	Jason Hoisager	2,000.00
10/08/14	TR141008	Jason Hoisager	4,000.00
10/15/14	TR141015	Jason Hoisager	20,000.00
10/20/14	TR141020	Jason Hoisager	32,000.00
11/20/14	TR141120	Jason Hoisager	10,500.00
12/08/14	141208	Jason Hoisager	6,000.00
12/11/14	141211	Jason Hoisager	13,800.00
12/15/14	TR141215	Jason Hoisager	1,000.00
12/18/14	TR141218	Jason Hoisager	500.00
01/06/15	XF160106	Jason Hoisager	2,800.00
01/08/15	XF150108	Jason Hoisager	1,000.00
01/09/15	XF150109	Jason Hoisager	3,000.00
01/13/15	XF150113	Jason Hoisager	13,000.00
02/06/15	XF-FEB06	Jason Hoisager	1,000.00
02/09/15	X150209	Jason Hoisager	27,000.00
02/11/15	X150211	Jason Hoisager	33,000.00
02/23/15	XF150223	Jason Hoisager	110.00
02/23/15	XF150223	Jason Hoisager	1,600.00
02/24/15	XF150224	Jason Hoisager	500.00
02/25/15	XF150225	Jason Hoisager	50,000.00
02/25/15	XF150225	Jason Hoisager	195,000.00

EXHIBIT A

Arabella Petroleum Company Payment Summary

**Jason & Molly Hoisager
7/10/11 - 7/10/15**

Date	Reference	Category	Amount
03/05/15	XF150305	Jason Hoisager	250.00
03/05/15	XF150305	Jason Hoisager	600.00
03/18/15	XF150318	Jason Hoisager	1,000.00
03/20/15	XF150320	Jason Hoisager	1,500.00
03/24/15	XF150324	Jason Hoisager	500.00
03/31/15	XF150331	Jason Hoisager	335.00
04/03/15	XF150403	Jason Hoisager	165.00
04/06/15	XF150406	Jason Hoisager	670.00
04/20/15	43	Jason Hoisager	837.04
04/20/15	XF150420	Jason Hoisager	2,000.00
04/20/15	XF150420	Jason Hoisager	2,500.00
04/20/15	XF150420	Jason Hoisager	2,500.00
04/21/15	XF150421	Jason Hoisager	1,000.00
04/30/15	XF150430	Jason Hoisager	2,000.00
05/11/15	45	Jason Hoisager	93.10
TOTAL			<u>6,353,246.57</u>

EXHIBIT B

Arabella Petroleum Company Payment Summary

Trans - Texas Land & Title 7/10/11 - 7/10/15

Date	Reference	Amount
07/12/11	E0000413	690.00
07/20/11	E0000261	11,519.23
08/05/11	E0000282	9,643.35
08/22/11	E0000422	3,150.00
08/24/11	E0000427	6,400.00
09/01/11	E0000432	2,876.56
09/01/11	E0000431	6,693.61
09/02/11	E0000433	2,874.00
09/02/11	E0000001	11,033.48
11/03/11	10065	26,695.00
11/17/11	10095	18,450.00
11/21/11	10098	1,350.00
12/01/11	10115	25,000.00
12/06/11	10116	1,250.00
02/15/12	10278	45,000.00
03/20/12	10431	40,000.00
05/09/12	10619	5,400.00
05/15/12	E0000454	18,500.00
05/30/12	10644	2,000.00
06/01/12	10662	23,000.00
06/07/12	10682	850.00
06/18/12	10687	18,000.00
06/29/12	10724	31,500.00
07/03/12	10739	2,750.00
07/13/12	10754	33,500.00
07/23/12	10778	6,750.00
08/02/12	10822	32,700.00
08/03/12	10829	4,300.00
08/08/12	10857	10,000.00
08/10/12	10867	12,000.00
08/30/12	10914	14,396.16
08/31/12	10918	28,500.00
09/14/12	10953	65,000.00
09/20/12	10974	17,000.00
10/05/12	669	26,000.00
10/15/12	11070	41,000.00
10/29/12	11153	122,000.00
10/31/12	2	140,000.00
11/02/12	11125	99,626.98
11/02/12	11126	122,000.00
11/09/12	666	175,000.00
11/30/12	11183	32,000.00

EXHIBIT B

Arabella Petroleum Company Payment Summary

Trans - Texas Land & Title 7/10/11 - 7/10/15

Date	Reference	Amount
12/04/12	11185	7,500.00
12/12/12	11206	2,500.00
12/13/12	11221	25,000.00
12/28/12	11323	27,000.00
01/10/13	10229	19,000.00
01/31/13	11425	34,000.00
02/07/13	11431	13,500.00
02/08/13	810	13,500.00
02/14/13	761	31,500.00
02/15/13	763	3,000.00
02/21/13	768	17,500.00
02/25/13	776	17,000.00
02/27/13	785	2,500.00
03/04/13	794	23,000.00
03/08/13	795	6,750.00
03/14/13	828	33,000.00
04/04/13	26	26,000.00
04/11/13	11624	28,500.00
04/23/13	841	15,000.00
04/25/13	854	20,000.00
05/07/13	867	10,500.00
05/10/13	873	25,000.00
05/24/13	896	16,000.00
06/04/13	904	5,000.00
06/07/13	911	18,000.00
06/14/13	923	25,000.00
06/20/13	927	45,000.00
07/01/13	931	10,500.00
07/25/13	11904	37,000.00
07/29/13	960	26,000.00
08/07/13	11923	17,000.00
08/15/13	1006	20,000.00
08/21/13	1011	31,000.00
09/10/13	1024	40,000.00
09/13/13	1025	20,000.00
09/20/13	1035	40,000.00
10/07/13	1054	20,000.00
10/17/13	1062	45,000.00
10/24/13	1069	10,000.00
10/31/13	1074	30,000.00
11/15/13	1092	45,000.00
11/26/13	1114	15,000.00

EXHIBIT B

Arabella Petroleum Company Payment Summary

Trans - Texas Land & Title 7/10/11 - 7/10/15

Date	Reference	Amount
12/13/13	1257	20,000.00
12/31/13	1279	20,000.00
04/17/14	12559	2,227.02
05/01/14	TRNSFR	500.00
05/08/14	TRNSFR	30,000.00
05/22/14	12609	44,298.69
06/26/14	WD140626	24,889.84
08/28/14	TR140828	9,500.00
09/05/14	DR140905	22,000.00
09/16/14	TR140916	13,500.00
09/30/14	JE14-9-2	75,889.84
10/10/14	TR141010	8,200.00
12/19/14	XF141219	10,000.00
12/24/14	TR141224	12,500.00
01/20/15	XF150120	4,500.00
03/05/15	XF150305	8,000.00
03/13/15	XF150313	25.00

TOTAL **2,519,178.76**

EXHIBIT C

Arabella Petroleum Company Assignment of Oil, Gas and Mineral Lease Interests to Arabella Exploration Dated 7/10/11 to 7/10/15

Recording Date	Effective Date ¹	Well Name	Assignment Percentage	County	Volume/Page
08/30/13	03/15/13	Allar State	51.41%	Reeves	1021/669
09/19/13	03/15/13	Cannon	100.00%	Reeves	1024/719
08/30/13	03/15/13	Cox	100.00%	Reeves	1021/644
Unrecorded	03/01/13	Emily Bell 1H	1.00%	Reeves	Unrecorded
08/30/13	03/15/13	Emily Bell 1H	46.73%	Reeves	1021/658
05/15/15	03/01/13	Emily Bell 1H	9.15%	Reeves	1164/611
08/30/13	03/15/13	Emily Bell 2H	46.73%	Reeves	1021/658
07/18/13	10/15/12	Graham 1H	6.65%	Reeves	1012/132
05/15/15	10/15/12	Graham 1H	2.20%	Reeves	1164/650
05/08/15	03/01/13	Jackson 1H	55.88%	Ward	1040/676
05/08/15	03/01/13	Jackson 2H	52.06%	Ward	1040/682
05/15/15	03/01/13	Jobe Ranch	48.94%	Reeves	1164/640
05/15/15	10/15/12	Johnson	2.20%	Reeves	1164/650
07/18/13	10/15/12	Johnson 103 & 138	6.65%	Reeves	1012/132
05/15/15	10/15/12	Johnson 103 & 138	2.40%	Reeves	1164/668
12/12/13	03/15/13	Johnson 44	55.19%	Loving	2013-2314
06/26/14	12/01/13	Johnson 6 & 20	100.00%	Reeves	1086/116
08/30/13	03/15/13	Kesey	51.41%	Reeves	1021/649
05/15/15	03/01/13	Kesey	3.78%	Reeves	1164/634
07/18/13	10/15/12	Locker State	6.65%	Reeves	1012/132
01/08/15	10/15/12	Locker State	1.20%	Reeves	1135/756
05/15/15	10/15/12	Locker State	2.20%	Reeves	1164/650
05/15/15	11/16/13	Meeker	100.00%	Reeves	1164/608
07/18/13	10/15/12	Prewitt	6.65%	Reeves	1012/132
01/08/15	10/15/12	Prewitt	1.20%	Reeves	1135/756
05/15/15	10/15/12	Prewitt	2.20%	Reeves	1164/650
12/11/13	03/15/13	Roark	100.00%	Winkler	C12460
Unrecorded	03/01/13	T. Johnson State	3.78%	Reeves	Unrecorded
08/30/13	03/15/13	T. Johnson State	51.41%	Reeves	1021/655
08/30/13	03/15/13	Vastar State	51.41%	Reeves	1021/652
05/15/15	03/01/13	Vastar State	6.74%	Reeves	1164/629
12/12/13	03/15/13	Weatherby State	48.94%	Pecos	97/730
08/30/13	03/15/13	Woods 1H	0%	Reeves	1021/707
09/27/13	03/15/13	Woods 1H*	23.16%	Reeves	1026/556
08/30/13	03/15/13	Woods 2H	0%	Reeves	1021/703
09/27/13	03/15/13	Woods 2H*	28.53%	Reeves	1026/553
05/15/15	03/01/13	Woods 2H	4.12%	Reeves	1164/616
08/30/13	04/02/13	Worsham	87.50%	Reeves	1021/672

¹ The effective dates stated herein are drawn from the transaction documents and other documents in the Debtor's books and records. The inclusion of the effective dates herein is not a concession by the Debtor or the Trustee that the transfers were in fact effective as of such dates.

* Corrections to prior purported transfers (listed above as 0% assignments).

EXHIBIT D

Arabella Petroleum Company Payment Summary

Arabella Exploration
7/10/11 - 7/10/15

Date	Reference	Amount
09/26/11	10025	20,000.00
11/03/11	10066	44,682.07
11/07/11	10068	6,050.00
11/17/11	10096	2,600.00
11/17/11	10094	24,250.00
12/28/11	10141	15,050.00
03/09/12	10363	22,000.00
05/04/12	10601	1,000.00
08/02/12	10820	5,400.00
08/30/12	10913	57,511.48
09/14/12	10954	31,750.00
02/22/13		16,248.08
02/25/13	774	11,000.00
02/27/13	786	500.00
03/22/13		6,948.08
04/04/13	25	10,500.00
04/25/13		7,101.50
05/25/13		3,886.83
06/04/13		18,146.86
06/25/13		7,420.00
07/25/13		22,190.21
07/29/13	961	4,000.00
08/26/13		105,019.17
09/25/13		34,766.50
10/25/13		391,598.86
11/06/13	1081	25,000.00
11/15/13	1093	5,000.00
11/25/13		133,919.66
12/18/13	1138	20,000.00
12/26/13	1148	107,606.75
12/30/13		81,606.30
01/31/14		71,123.81
02/27/14		19,770.88
02/28/14	10938	55,773.90
03/06/14	12405	150,000.00
03/11/14	12460	150,000.00
03/20/14		183,589.25
03/31/14	12524	532,424.75
04/15/14		374,242.98
05/01/14	TRNSFR	175,300.00
05/08/14	TRNSFR	115,000.00
05/12/14	TRNSFR	12,500.00

EXHIBIT D

Arabella Petroleum Company Payment Summary

Arabella Exploration 7/10/11 - 7/10/15

Date	Reference	Amount
05/13/14	TRNSFR	10,000.00
05/19/14	TRNSFR	10,000.00
05/20/14	TRNSFR	10,000.00
05/20/14		243,753.91
06/05/14	WD140605	55,000.00
06/09/14	WD140609	14,000.00
06/12/14	DR140612	112,362.00
06/23/14	WD140623	10,000.00
06/23/14	WD140623	10,000.00
07/07/14	RBU00597	214,780.66
07/07/14	RBU00595	232,947.18
08/28/14	DR140828	5,000.00
08/29/14	TR140829	5,000.00
09/29/14	TR140929	25,000.00
09/30/14	TR140930	40,000.00
10/01/14	XFER1410	3,800.00
10/01/14	XFER1410	8,000.00
10/02/14	XFER1410	4,000.00
10/06/14	XFER1410	2,250.00
10/08/14	TR141008	65,000.00
10/09/14	TR141009	68,000.00
10/14/14	TR141014	5,000.00
10/14/14	TR141014	25,000.00
10/19/14	RBU00618	248,834.09
10/21/14	TR141021	5,000.00
10/22/14	TR141022	68,000.00
10/23/14	TR141023	5,000.00
10/23/14	TR141023	10,000.00
10/23/14	TR141023	23,000.00
10/24/14	TR141024	3,000.00
10/30/14	TR141030	20,000.00
11/06/14	TR141106	8,000.00
11/10/14	TR141110	18,000.00
11/14/14	TR141114	5,000.00
11/19/14	TR141119	2,000.00
11/19/14	TR141119	28,000.00
11/20/14	TR141120	67,000.00
11/20/14	RBU00637	246,808.09
11/24/14	TR141124	10,000.00
11/25/14	TR141125	25,000.00
12/02/14	141202	3,000.00
12/04/14	141204	19,500.00

EXHIBIT D

Arabella Petroleum Company Payment Summary

Arabella Exploration 7/10/11 - 7/10/15

Date	Reference	Amount
12/09/14	141209	10,000.00
12/19/14	XF141219	49,000.00
12/19/14	TR141219	80,000.00
12/22/14	XF141222	23,000.00
12/29/14	XF141229	6,000.00
12/29/14	XF141229	19,000.00
12/31/14	XF141231	120,000.00
01/05/15	XF150106	2,000.00
01/05/15	XFER	75,000.00
01/09/15	XF150109	1,100.00
01/12/15	150112	2,000.00
01/12/15	X150112	5,500.00
01/13/15	XF150113	11,000.00
01/15/15	WR150115	7,052.05
01/16/15	XF150116	8,000.00
01/20/15	XF150120	76,500.00
01/21/15	XF150121	2,500.00
01/21/15	X150121	26,852.90
01/22/15	XF150122	1,500.00
01/28/15	XF150128	10,000.00
01/30/15	XF150130	95,000.00
02/03/15	XF150203	8,200.00
02/04/15	XF150204	960.00
02/10/15	BKCK1502	971.48
02/11/15	WR150211	917.79
02/11/15	XF150211	9,000.00
02/27/15	XF150227	50.00
03/13/15	XF150313	10.00
03/19/15	XF150319	19,000.00
03/23/15	XF150323	97,856.01
03/24/15	XF150324	1,000.00
03/25/15	XF150325	250.00
03/27/15	XF150327	20,905.94
03/27/15	XF150327	21,000.00
03/31/15	XF150331	10,000.00
04/01/15	XF150401	8,000.00
04/03/15	150403	1,977.75
04/03/15	XF150403	131,000.00
04/20/15	XF150420	2,500.00
04/22/15	XF150422	4,500.00
04/22/15	XF150422	41,000.00
04/23/15	XF150423	77,500.00

EXHIBIT D

Arabella Petroleum Company Payment Summary

Arabella Exploration 7/10/11 - 7/10/15

Date	Reference	Amount
04/27/15	XF150427	128.03
04/27/15	XF150427	449.27
04/27/15	XF150427	2,500.00
04/28/15	XF150428	2,000.00
04/28/15	XF150428	10,000.00
04/29/15	XF150429	4,000.00
04/30/15	XF150430	1,000.00
05/08/15	XF150508	9,000.00
06/01/15	XF000001	2,000.00

TOTAL 6,195,195.07

EXHIBIT E

Arabella Petroleum Company Payment Summary

Arabella Operating Company
7/10/11 - 7/10/15

Date	Reference	Amount
01/21/15	BK150121	27,156.60
03/23/15	XF150323	90,229.11
04/06/15	XF150406	201.98
04/14/15	35	35,000.00
04/21/15	XF150421	3,500.00
04/23/15	XF150423	25,000.00
04/30/15	XF150430	18,000.00
05/11/15	XF150511	14,500.00
05/27/15	XF150527	211,714.51
06/01/15	XF000002	18,000.00
06/02/15	XF000003	8,021.79
06/05/15	XF000004	39,500.00
06/18/15	XF000006	285,304.08
06/23/15	XF000007	81,782.00
06/30/15	1010	24,573.06
TOTAL		<u>882,483.13</u>

EXHIBIT F

Debtor's Properties Subjected to Platinum Liens

Well Name	County
Allar State	Reeves
Emily Bell 1H	Reeves
Emily Bell 2H	Reeves
Graham 1H	Reeves
Jackson 1H	Ward
Jobe Ranch	Reeves
Johnson 103 & 138	Reeves
Kesey	Reeves
Locker State	Reeves
Prewitt	Reeves
T. Johnson State	Reeves
Vastar State	Reeves
Woods 1H	Reeves
Woods 2H	Reeves